

PROSPECTUS FOR HARBOR VIEW TRAILER PARK

I. NAME AND ADDRESS OF PARK

HARBOR VIEW TRAILER PARK
24325 HARBOR VIEW ROAD
CHARLOTTE HARBOR, FL 33950

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the park owner's behalf:

MICHAEL G. FINNEGAN
LOT 1A
HARBOR VIEW TRAILER PARK
CHARLOTTE HARBOR, FL 33950

III. DESCRIPTION OF THE PARK PROPERTY

1. NUMBER OF LOTS. The Park consists of 147 mobile home lots. On the date ("Filing Date") this Prospectus was filed with the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation, (the "Division"), the lots in the park had been classified as follows:

<u>SECTION</u>	<u>NUMBER OF LOTS</u>	<u>APPROXIMATE SIZE (SQ. FT.)</u>	
		<u>SINGLE</u>	<u>DOUBLE</u>
A	52	(42 x 100) 4200 SQ. FT.	(60 x 100) 6000 SQ. FT.
B	31	(42 x 85) 3570 SQ. FT.	(60 x 85) 5100 SQ. FT.
C	26	(40 x 80) 3200 SQ. FT.	(60 x 100) 6000 SQ. FT.
D	19	(41 x 80) 3280 SQ. FT.	(60 x 80) 4800 SQ. FT.
E	19	(42 x 80) 3360 SQ. FT.	(60 x 100) 6000 SQ. FT.

Some lots in Sections A and D are 38 feet wide. The aforementioned dimensions are approximations and the actual lot size may vary slightly.

2. SETBACK AND SEPARATION REQUIREMENTS. There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home lot and its supporting facilities (such as, for example, a carport) to mobile homes, supporting facilities and structures within the Park.

Pursuant to Section 4A-42.05 of the Florida Administrative Code, the State Fire Marshall has adopted the code of the National Fire Protection Association. The applicable provisions of that code provide as follows:

5-2.1.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side, or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier.

5-4.1 A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft. (0.91 m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshall, Charlotte County, Florida has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Park. The portions of such zoning regulations that set forth the setback and separation requirements applicable to Harbor View Trailer Park are as follows:

- (a) Set backs are five feet (5') from rear of mobile home.
- (b) Five feet from each side.
- (c) Ten feet from the front.
- (d) The minimum separation between mobile home carports and screen rooms is ten feet.

Please note that the above quoted and referenced requirements concern only the setback and separation requirements applicable to the Park on the Filing Date, that any one or more of such requirements may be subsequently modified or repealed, and that there may exist additional requirements of various governmental entities with respect to the placement and installation of mobile homes on lots within the Park. No obligation is undertaken by the Owner to advise any Park resident or tenant of any such modification or repeal, or of any such additional requirements.

3. SHARED FACILITIES. The Harbor View Trailer Park has a Clubhouse, Shuffleboard Center, Fishing Dock and Picnic area. The maximum

number of lots that will use these shared facilities at the present time is 147 which is the total number of lots within the Park. The boat tie up docks on the canal side of the Park may be used by all lots at a first come, first serve basis.

4. USE OF SHARED FACILITIES. The total number of lots in the Park is the maximum number of lots that will use the shared facilities of the Park. On the Filing Date, the number of lots in the Park was 147.

VI. DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES

1. BUILDINGS

A. CLUBHOUSE. Harborview Trailer Park has a 2,800 square foot recreation building in the front of the Park at Lot 6-A, with a seating capacity of 184 people. It is intended for social activities and meetings.

B. LAUNDRY. The Laundry Building is equipped with washers and dryers and is intended for Harbor View Trailer Park residents only. Hours for use are 8:00 a.m. to 5:00 p.m. and closed on Sundays. It has 220 square feet and containing 5 washers and 5 dryers.

2. OTHER FACILITIES AND PERMANENT IMPROVEMENTS. Shuffleboard Center- The Park contains four (4) shuffleboard playing areas which are located in the rear of the park, a boat tie up dock located on the canal side of the park and a fishing pier on the riverside.
3. PERSONAL PROPERTY. The items of personal property available for use by Park residents include all shuffleboard equipment.
4. DAYS AND HOURS OF OPERATION. All recreational and common facilities of the park are open 7 days a week, except the laundry building which is closed on Sunday. The hours on each day that each facility is open for use is determined by the Park Rules and Regulations which may be changed from time to time in accordance with Section IX of this Prospectus.
5. FUTURE IMPROVEMENTS. All facilities described in this Section IV have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities by the removal, relocation or alteration of existing facilities or the construction of new facilities. No assurance is given that any of the foregoing facilities will remain available for the residents' use for any specified period after the Filing Date. There are no future improvements contemplated at Harbor View Trailer Park.

V. PARK MANAGEMENT

The management of the Park is the responsibility of the Owner. The office is located at Lot 1A at the entrance to the Park. The management will keep office hours which will be posted. The management will also oversee the maintenance and operation of the Park; however, the Owner may from time to time employ such additional maintenance personnel as the Owner may deem necessary or appropriate to properly maintain the Park. The services provided by the Park as of the Filing Date include management and operation of the Park. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

In general and except as expressly provided to the contrary in this prospectus, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping). Also, each mobile home owner is responsible for compliance with the Park Rules and Regulations, and for the timely performance of such owner's obligations under his or her rental agreement.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

Mobile home owners whose tenancy commenced after January 1, 1985 must install the following improvements as a condition of their occupancy in the Harbor View Trailer Park:

1. A concrete driveway to the street, eleven (11) feet in width and guttering the street access from the driveway, which is to be consistent with the guttering in the Park.
2. A carport which is a minimum size of 11' x 40'.
3. A utility shed which is a minimum size of 6' x 8'.
4. A concrete patio with an aluminum cover.
5. Concrete steps at each entrance to the mobile home.
6. Fully sodded lawn.
7. Front planter.

Each of such improvements must be designed and installed in accordance with the requirements of the Park Rules and Regulations and in accordance with plans that have been approved in advance by the management.

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. Factors affecting increases in the lot rental are described in Section VIII of this prospectus.

VII. UTILITIES AND OTHER SERVICES

1. WATER. Water is provided by the Charlotte Harbor Water Association, billed to the Harbor View Trailer Park through one meter in a lump sum, and is allocated to individual lots on a pro rata basis. Responsibility for water mains in the park from the meter at the entrance of the Park up to and including the shut-off valve providing water to each lot is the responsibility of the Park. Water lines from the shut-off valve to each mobile home is the mobile home owners responsibility.
2. SEWAGE. Sewage disposal is provided by Harbor View Trailer Park. Responsibility for the sewer plant and the sewer lines within the Park are the Park Manager's responsibility up to the ground connection of the sewer line to the mobile home sewer lines. The in ground connection and the lines to and including the mobile home lines are the mobile home owner's responsibility. In the event Harbor View Trailer Park is forced to hook up to a central sewer system by the City, County, or other governmental agency, all costs of hook-ups and expenses incident thereto will be passed on to all residents of Harbor View Trailer Park.
3. WASTE DISPOSAL. Waste disposal (garbage and trash collection) is provided by Charlotte County Sanitation Service billed to the Harbor View Trailer Park in one lump sum, and is allocated to individual lots on a pro rata basis. The annual amount of trash pick-up tax is controlled by the Charlotte County Board of County Commissioners. The annual cost of the service will be posted on the bulletin board, and becomes part of the rental agreement.
4. CABLE TV. Cable Television is provided to the Park by Storer Cable and is billed separately to each mobile home owner. The Park is not responsible for the maintenance of any cable television lines within the Park or for the connections for cable television to the individual mobile homes.
5. STORM DRAINAGE. Storm drains are provided and maintained by the Harbor View Trailer Park. Management is not responsible for the actual drainage except for drains and lines. The manner of drainage is by way of street drains into a tidal canal.
6. ELECTRICITY. Electric power is provided by Florida Power & Light. It is billed directly to the mobile home owner, and is the mobile home owner's responsibility. Florida Power & Light is responsible for the electric lines to the meter, including the meter. Electrical lines to the mobile home or any other connection outside the mobile home including the meter pedestal, main breaker, utility shed connections, and outside receptacles are the mobile home owner's responsibility.
7. CHANGES TO UTILITIES AND OTHER SERVICES. The description of the utility and other services at the Park set forth above reflects the

manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the Filing Date.

VIII. RENTAL FEES AND INCREASES

All mobile home owners shall be notified at least ninety (90) days in advance of any increase in the rental rates for Harbor View Trailer Park.

Base rent and other charges effective on the Delivery Date are as follows:

- a. Base rent: \$ _____ per month.
- b. Special Use Fees:
 - 1. Entrance Fee: \$ 0
 - 2. Vehicle Storage Fee: \$ 0 per vehicle per month.
 - 3. Pet Fee: \$ 0 per pet per month.
 - 4. Additional Resident Fee: \$ 50.00 per month for each individual, in excess of the number of individuals permitted to reside in rental agreement, who resides in the mobile home in excess of 15 consecutive days or 30 total days per year.
 - 5. Late Payment Fee: \$ 2.00 per day if payment is not received within five days after the due date.
 - 6. Return Check Fee: \$ 10.00 per check returned by the resident's bank.

7. Pest Control Fee: \$ 0 per month.
8. Lawn Mowing Fee: \$ 0 per month.
9. Special Service Fee: \$ 10.00 per hour, but not less than \$ 2.00 per service call, for any repair, maintenance or service that is performed by the Park but is the responsibility of the mobile home owner.
10. Special Use Fee: \$ 0 per special use (such as a private party) of any common facility.
11. Security Deposit \$ 0
12. Additional Tenant \$ 2.00 \$2.00 per day fee for additional tenant other than as agreed to in lease who resides in mobile home.

c. Pass-Through Charges:

1. Water Charges: \$ 0 per month.
2. Sewer Charges: \$ 0 per month.
3. Trash Pickup Charges: \$ - Annual fluctuating cost set by County. Amount to be prorated among residents of Park.

4. Any and all amounts other than special use fees which represent the mobile home owner's share of costs charged to the park owner by any state or local government or utility company.

The home owner shall be responsible for pass through charges which charges will be allocated on a pro rata basis equally among all lots.

A description of the base rent and other charges applicable to your lot, is attached as Exhibit D to this prospectus. The base rent is subject to annual increases with the park owner to furnish at least 90 days advance notice to the resident of any such increase. Factors influencing the level of increases in base rent and other charges include the prevailing market and economic conditions at

the time when the park owner furnishes notice of any increase. Prevailing market conditions are intended to refer to those rents and other charges imposed in comparable parks, or rents or charges willingly paid from time to time by new residents of this park. For this purpose, a park will be deemed comparable if it is located in the same general vicinity as this park, and offers similar densities, amenities and services.

Prevailing economic conditions are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges or any increase in the amount thereof. These factors include: (1) The costs attendant to the replacement of this park in the economic environment existing at the time of any rental increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental must be established in order that the park owner will realize a reasonable return on the costs referred to in this clause (1); (2) the levels of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital; and (4) the levels of the Consumer Price Index or other indices measuring the value of the U.S. Dollar. The Consumer Price Index means the United States Department of Labor Consumer Price Index, U.S. City Average, all Urban Consumers, 1967=100, or, in the event of discontinuation of Publication of such Consumer Price Index, then an alternative index designated by Owner in its reasonable discretion. An increase in one or more of the factors alone may result in an increase in the home owner's rent or other charges.

IX. PARK RULES AND REGULATIONS

1. EXISTING RULES AND REGULATIONS. The Park Rules and Regulations in effect as of the Filing Date are attached to this prospectus as Exhibit B. Those Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act which made several changes to the laws of the State of Florida governing mobile home parks. Accordingly, several provisions of the Rules and Regulations attached to this prospectus as Exhibit B may need to be revised to conform to the existing law.

In the event that the Park Rules and Regulations in effect as of the Filing Date are changed in accordance with the provisions of this Section IX prior to the Delivery Date, then the Park Rules and Regulations in effect on the Delivery Date shall be attached to

this prospectus as Exhibit B instead of the Park Rules and Regulations in effect as of the Filing Date.

Notwithstanding anything to the contrary set forth in the attached Rules and Regulations, the Owner unconditionally reserves the right to amend the Park Rules and Regulations or to promulgate new Park Rules and Regulations in accordance with the provisions of the paragraph 2 below or in any other matter which may, from time to time, be permitted by law.

2. CHANGES IN RULES AND REGULATIONS. The park owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

A committee, not to exceed five (5) in number, designated by a majority of the mobile home owners, or if a Homeowners' Association has been formed, designated by the Board of Directors, shall meet with the park owner to discuss such change within thirty (30) days of the notice from the park owner. Within fifteen (15) days of the meeting described above, the home owners shall request that the dispute be submitted to mediation, pursuant to 720.203, F.S., if a majority of the Homeowners' Association, if one has been established, or a majority of the home owners if no association has been established, have stated, in writing, that the change in the rules and regulations is unreasonable.

If both parties subsequently agree, they may request that the dispute be arbitrated rather than mediated. No action relating to a dispute as to changes in rules and regulations may be filed in any court unless and until a request has been submitted to the division for mediation or arbitration and the request has been processed in accordance with 720.203, F.S. If a party refuses to agree to mediate or arbitrate, or fails to request mediation, upon proper request, that party shall not be entitled to the attorneys' fees in any action relating to a dispute as described in this paragraph.

However, the mediation or arbitration shall not be binding unless the parties agree otherwise in writing.

X. ZONING

The present zoning of the Harbor View Trailer Park is Mobile Home Park. The name of the zoning authority which has jurisdiction over the land comprising the Harbor View Trailer Park is the Charlotte County Board of Commissioners.

The present zoning for Harbor View Trailer Park is Mobile Home Park (MH). Permitted uses are Mobile Home Parks. No industrial or commercial use is allowed.

The park owner has no definite future plans to seek a change in the use of the land comprising the Harbor View Trailer Park, other than as stated in this prospectus.

Date Prospectus accepted by Division: 12-31-84

Identification Number: 0800740P

WOTITZKY, WOTITZKY, WILKINS, FROHLICH & JONES

ATTORNEYS AT LAW

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PORT CHARLOTTE, FLORIDA 33882

(813) 628-0700

June 25, 1986

FRANK WOTITZKY
OF COUNSEL

PLEASE REPLY TO:
Port Charlotte

Dear Resident:

This is to notify you that the prospectus for Harborview Trailer Park has been deemed adequate as of June 13, 1986.

Please make the following revisions to the prospectus that was delivered to you:

Page One

Insert the following: Lot 13A is 38' wide, Lot 14A is 36' wide. Delete the last two sentences, beginning with "Some lots in Sections . . .", which precede number 2:

Page Two

Delete the last paragraph, beginning with "Please note that the above. . .", which precedes number 3, and insert the following:

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the prospectus is delivered to the tenant. Prospective tenants of the park are advised to inquire with the above-referenced authorities with respect to these matters.

Page Three

Add the following to Section VI, number 4:

The club house is open from 8:00 a.m. to 11:00 p.m., 7 days a week. Shuffle board court is open from 8:00 a.m. to 11:00a.m., 7 days a week. Boat dock and fishing dock are open 24 hours a day, 365 days a year.

Page Four

Add the following to Section VI, first paragraph, after ". . . commenced after January 1, 1985,"

. . . who are not assuming tenancies in effect on June 4, 1984, . . .

Omit the last paragraph, beginning with "To the extent . . .", and add the following paragraph in place of it:

Tenants who were residents of the Park as of June 4, 1984, and tenants residing in the Park prior to the delivery date of this Prospectus, were required to install the improvements on the mobile home lot as set out above upon becoming a resident of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

Page Seven

Omit the word "such" from number 10.

Omit the last paragraph, beginning with "A description of the base rent . . .", and continue to page 8, ending with ". . . and offers similar densities . . .".

Add the following paragraph in place of the above omitted paragraph:

The base rent is subject to annual increases with the park owner to furnish a least 90 days advance notice to the resident of any such increase. Factors influencing the level of increases in base rent and other charges include the prevailing market and economic conditions at the time when the park owner furnishes notice of any increase.

Continued from Page 2, under heading "Page Seven":

Prevailing market conditions are intended to refer to those rents and other charges imposed in comparable parks, or rents or charges willingly paid from time to time by new residents of this park. For this purpose, a park will be deemed comparable if it is located in the same general vicinity as this park, and offers similar densities, amenities and services.

Page Ten (back page)

Add the following paragraph:

The park owner reserves the right to amend this prospectus or any exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

Omit the following sentence: "Date Prospectus accepted . . ."

Add the following sentence in place of the above:

Date Prospectus deemed adequate by Division: 6/13/86.

Please make the following revisions to the Rental Agreement that was previously delivered to you:

Page Two

Omit the following from number 10, "such".

The first paragraph on Page Two, under the heading "Pass Through Charges", should read as follows:

The Tenant will be responsible for payment of costs or charges as the result of actions by State and local government, or public/private utilities. Pass-through charges shall include, any and all amounts other than special use fees which represent the mobile home owner's share of costs charged to the park owner by any State or local government or utility company. The costs by the park owner will be assessed to the Tenant on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the park. The amount

Continued from Page Three, under heading "Page Two":

The amount of an increase in pass-through charges shall be limited to the increased costs or charges to the park owner and maintenance and administrative costs as permitted by Section 720.304(8), Florida Statutes. As to the pass-through charges, the park owner cannot with any degree of accuracy disclose the potential financial obligation which the Tenant will be responsible for paying.

Please make the following revisions to the the Rules and Regulations previously delivered to you:

Page One

Add the following paragraph before Section I "The Mobile Home":

Tenants who were residents of the Park as of June 4, 1984, and tenants residing in the Park prior to the delivery date of this Prospectus, were required to install the improvements on the mobile home lot as set out above upon becoming a resident of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above. These improvements are discussed in THE MOBILE HOME below.

Page Two

Number 2 should read as follows:

Lawn service to residents of Harbor View Trailer Park include cutting of lawn only.

Page Three

Number 3 should read as follows:

All overnight guests are required to register upon arrival. No guest may remain more than thirty (30) days in any one year without written approval of the management. Tenants are responsible for their guests actions. Roomers are not guests. Roomers are not allowed.

Residents/Harborview Trailer Park
June 25, 1986
Page Five

Page Seven

Number 2 should read as follows:

Rent is due the first day of each month.

Number 3 should read as follows:

All lot rentals are based on one or two occupants
per mobile home.

Truly yours,

Michael G. Finnegan
Michael G. Finnegan

RESIDENTS/HARBORVIEW TRAILER PARK

Please note the following Amendments to the Prospectus which will be effective September 28, 1986:

Page 6

On number 4 fill in the amount \$60.00 as "Additional Resident Fee:"

On number 5 fill in the amount \$2.00 as "Late Payment Fee:"

On number 6 fill in the amount \$10.00 as "Return Check Fee:"

Page 7

On number 9 fill in the amount \$10.00 as "Special Service Fee:, but not less than \$10.00 per service call, . . ."

On number 12 fill in the amount \$2.00 as "Additional Tenant:"

The Laundry Building is equipped with two washers and two dryers.

Amendments to the Rental Agreement

Page 2

On number 4 fill in the amount \$60.00 as "Additional Resident Fee:"

On number 5 fill in the amount \$2.00 as "Late Payment Fee:"

On number 6 fill in the amount \$10.00 as "Return Check Fee:"

On number 9 fill in the amount \$10.00 as "Special Service Fee:, but not less than \$10.00 per service call, . . ."

RECEIVED

DEC 19 8 52 AM '94

ADMINISTRATION
MAIL ROOM

PROSPECTUS FOR
HARBOR VIEW TRAILER PARK

**PROSPECTUS
FOR
HARBOR VIEW TRAILER PARK**

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CURCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. IF THIS PROSPECTUS WAS RECEIVED PRIOR TO OCCUPANCY IN THE MOBILE HOME PARK, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS, OR UNTIL OCCUPANCY IN THE PARK, WHICHEVER OCCURS FIRST.

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